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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

GLENN DEWEESE and JOSHUA
HOLTOM, on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

ITS NATIONAL, LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 3:18-cv-00375-MMD-WGC

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

On June 24, 2019, this Court considered the Motion for Final Approval of Class Action Settlement. Counsel for Plaintiff and Defendant appeared at the hearing. Having fully considered the motion, comments of counsel, and all supporting legal authorities, the Court orders as follows:

IT IS HEREBY ORDERED THAT:

1. The Court adopts the defined terms in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this litigation and personal

jurisdiction over the named-plaintiff, all settlement class members, and defendants.

3. The Court confirms as final the following settlement class: “All Inside Sales Positions (Account Executives, Account Managers, and other similar job positions) and Carrier Specialists (and other similar job positions) who were employed by Defendant ITS National, LLC, at any time from June 6, 2015 to March 19, 2019.

4. The Court confirms the appointment of Glen Deweese and Joshua Holtom as the Class Representatives and approves the enhancement payment of \$15,000 to each, \$30,000 in total, as set forth in the Settlement Agreement given the work these Class Representatives performed on behalf of the Class and in consideration of their execution of a general release of all their claims against Defendant.

5. The Court confirms the appointment of Thierman Buck LLP as Class Counsel for the settlement class and approves their requests for attorneys’ fees and litigation costs of \$215,000 and \$5,000, respectively.

6. The class notice was distributed to class members, pursuant to this Court’s orders, and fully satisfied the requirements of Fed. R. Civ. P. 23 and any other applicable law.

7. Pursuant to Fed. R. Civ. P. 23(e), the Court grants final approval to this settlement and finds that the settlement is fair, reasonable, and adequate in all respects, including the attorneys’ fees, costs, and incentive award provisions. The Court specifically finds that the settlement confers a substantial benefit to settlement class members, considering the strength of plaintiff’s claims and the risk, expense, complexity, and duration of further litigation. The response of the class supports settlement approval. Zero (0) class members objected to the settlement and only three (3) requested exclusion from the settlement. The Court further finds that the settlement is the result of arms-length negotiations between experienced counsel representing the interests of both sides, with the assistance of a federal Magistrate Judge, which supports approval of the settlement in accordance with the standards set forth in the joint motion for final approval of settlement.

8. The Court finds that as of the date of this Order each and every class member has


1 waived and released claims as set forth in the Settlement Agreement and Notice of Class Action
2 Settlement.

3 9. The Court finds that the settlement administrator CPT Group is entitled to
4 \$9,590.00 for administrative fees.

5 10. The Court directs the parties to effectuate the settlement terms as set forth in the
6 Settlement Agreement and the settlement administrator to calculate and pay the claims of the class
7 members in accordance with the terms set forth in the Settlement Agreement.

8 11. The Court retains jurisdiction to enforce the terms of the settlement, including the
9 payment of the settlement fund.
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11 IT IS SO ORDERED, this 20th day of June, 2019.

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14 Honorable Judge Miranda M. Du
15 United States District Court Judge
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